

# Comparison of SITC Regulatory Boundary with DOE, DNR GIS Data



DATE: 11/03/2006  
TIME: 16:28:07

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

PAGE: 1  
REQUESTOR: MHENSEL

-----TRACT ID-----

LAND

-----DATE OF LAST-----

AREA	PFX	NUMBER	SFX	TITLE PLANT	LAND AREA NAME	RESOURCES	CERTIFICATION/VERIFICATION
122	T	1011		PORTLAND	SWINOMISH	Both	

SEC	TOWNSHIP	RANGE	STATE	COUNTY	MERIDIAN	LEGAL DESCRIPTION	ACRES	CUMULATIVE ACRES	LAND DESCRIPTION NOTES REMARK OR EXPLANATION
1	033.00N	002.00E	WASHINGTON	SKAGIT	Willamette	LOT 999=	4.480	4.480	PT LOT 9 DESCRIBED BY M/B REFERRED TO AS SKAGIT SKYBUSTERS PARCEL.

TOTAL SECTION ACRES: 4.480 4.480

TRB	NUM/DOB	TYP	OT	INT	CLS	TYP	NUMBER	NAME IN WHICH ACQUIRED SURNAME / FIRST NAME	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
122	T122-40	T	T	A	10		760	SWINOMISH TRIBAL COMM	1	1	
									1	1	1.0000000000
									IN TRUST:	1	
										1	1.0000000000
									IN FEE:	0	
										1	1.0000000000
									TOTAL:	1	
										1	1.0000000000

TITLE IS SUBJECT TO THE FOLLOWING ENCUMBRANCES AND NOTES:

NO TRACT NOTES FOUND

NO REALTY DOCUMENTS FOUND

NATURE OF ENCUMBRANCE	ENCUMBRANCE HOLDER	EXPIRATION DATE	----- DOCUMENT ----- CLS TYP NUMBER	DESCRIPTION / EXPLANATION
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INFORMATIONAL  
TITLE STATUS REPORT

DATE: 11/03/2006  
TIME: 16:27:48

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

PAGE: 1  
REQUESTOR: MHENSEL

-----TRACT ID-----

LAND

-----DATE OF LAST-----

AREA	PFX	NUMBER	SFX	TITLE PLANT	LAND AREA NAME	RESOURCES	CERTIFICATION/VERIFICATION
122	T	1010		PORTLAND	SWINOMISH	Both	

SEC	TOWNSHIP	RANGE	STATE	COUNTY	MERIDIAN	LEGAL DESCRIPTION	ACRES	CUMULATIVE ACRES	LAND DESCRIPTION NOTES REMARK OR EXPLANATION
1	033.00N	002.00E	WASHINGTON	SKAGIT	Willamette	LOT 999=	2.910	2.910	PT LOT 9 DESCRIBED BY M/B TO INCLUDE TIDELANDS TOGETHER WITH 25 FOOT EASEMENT FOR INGRESS/ EGRESS ROADWAY AND UTILITIES FURTHER DESCRIBED IN DEED.

TOTAL SECTION ACRES: 2.910 2.910

TRB	NUM/DOB	TYP	OT	INT	CLS	TYP	NUMBER	NAME IN WHICH ACQUIRED SURNAME / FIRST NAME	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
122	T122-40	T	T	A	10		759	SWINOMISH TRIBAL COMM	1	1	
									1	1	1.0000000000
									IN TRUST:		1
											1 1.0000000000
									IN FEE:		0
											1 .0000000000
									TOTAL:		1
											1 1.0000000000

TITLE IS SUBJECT TO THE FOLLOWING ENCUMBRANCES AND NOTES:

NO TRACT NOTES FOUND

NO REALTY DOCUMENTS FOUND

INFORMATIONAL  
TITLE STATUS REPORT

DATE: 11/03/2006  
TIME: 16:28:05

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

PAGE: 1  
REQUESTOR: MHENSEL

-----TRACT ID-----

LAND

AREA	PPX	NUMBER	SFX	TITLE PLANT	LAND AREA NAME	RESOURCES	-----DATE OF LAST----- CERTIFICATION/VERIFICATION
122	T	1009		PORTLAND	SWINOMISH	Both	

SEC	TOWNSHIP	RANGE	STATE	COUNTY	MERIDIAN	LEGAL DESCRIPTION	ACRES	CUMULATIVE ACRES	LAND DESCRIPTION NOTES REMARK OR EXPLANATION
1	033.00N	002.00E	WASHINGTON	SKAGIT	Willamette	LOT 999=	17.550	17.550	CAUSEWAY DESCRIBED BY M/B TOGETHER WITH EASE- MENT AS CONTAINED IN THE COVENANTS & RESTRICTIONS IN EXHIBIT "B" ATTACHED TO DEED.

TOTAL SECTION ACRES: 17.550 17.550

----- OWNER -----	--- DOCUMENT ---	NAME IN WHICH ACQUIRED	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
TRB NUM/DOB TYP OT INT CLS TYP NUMBER	SURNAME / FIRST NAME				
122 T122-40 T T A 10 758	SWINOMISH TRIBAL COMM		1	1	
			1	1	1.0000000000
			IN TRUST:	1	1.0000000000
			IN FEE:	0	1.0000000000
			TOTAL:	1	1.0000000000

TITLE IS SUBJECT TO THE FOLLOWING ENCUMBRANCES AND NOTES:

NO TRACT NOTES FOUND

NO REALTY DOCUMENTS FOUND

INFORMATIONAL  
TITLE STATUS REPORT

DATE: 11/03/2006  
TIME: 16:28:04

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

PAGE: 1  
REQUESTOR: MHENSEL

-----TRACT ID-----

LAND							-----DATE OF LAST-----
AREA	PFX	NUMBER	SFX	TITLE PLANT	LAND AREA NAME	RESOURCES	CERTIFICATION/VERIFICATION
122	T	1008		PORTLAND	SWINOMISH	Both	

SEC	TOWNSHIP	RANGE	STATE	COUNTY	MERIDIAN	LEGAL DESCRIPTION	ACRES	CUMULATIVE ACRES	LAND DESCRIPTION NOTES REMARK OR EXPLANATION
1	033.00N	002.00E	WASHINGTON	SKAGIT	Willamette	LOT 999=	39.410	39.410	PT GOVT LOTS 9 & 10 DESCRIBED BY M/B TO INCLUDE TIDELANDS. TIDELANDS OF GOVT LOT 9.
TOTAL SECTION ACRES:							39.410	39.410	

----- OWNER -----				--- DOCUMENT ---		NAME IN WHICH ACQUIRED	FRACTION TRACT	AGGREGATE SHARE	AGGREGATE
TRB	NUM/DOB	TYP	OT	INT	CLS	TYP	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
122	T122-40	T	T	A	10	757	SWINOMISH TRIBAL COMM	1	1
								1	1.0000000000
							IN TRUST:		1
									1 1.0000000000
							IN FEE:		0
									1 .0000000000
							TOTAL:		1
									1 1.0000000000

TITLE IS SUBJECT TO THE FOLLOWING ENCUMBRANCES AND NOTES:

NO TRACT NOTES FOUND

NO REALTY DOCUMENTS FOUND

NATURE OF ENCUMBRANCE	ENCUMBRANCE HOLDER	EXPIRATION DATE	----- DOCUMENT -----			
			CLS	TYP	NUMBER	DESCRIPTION / EXPLANATION

INFORMATIONAL  
TITLE STATUS REPORT

22  
24

Filed For Record at Request of;  
After Recording Mail To:  
ALAN OLSON  
SWINOMISH TRIBAL COMMUNITY  
PO BOX 817  
LA CONNER, WA 98257

424

THIS SPACE RESERVED FOR  
RECORDER'S USE: SKAGIT COUNTY AUDITOR  
JERRY MCINTURFF

92 DEC 17 10:13

FIRST AMERICAN TITLE CO.

9212170C37

RECORDED \_\_\_\_\_ FILE \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

34151

WARRANTY DEED

THE GRANTOR, JAMES DUNLAP, as his separate property, as to an undivided 1/2 interest, SUSAN JENSON, who also appears of record as SUSAN JENSEN, as Trustee of the "Susan Jenson Trust", as to an undivided 1/2 interest; for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, bargains, sells and conveys to THE UNITED STATES OF AMERICA IN TRUST FOR THE SWINOMISH INDIAN TRIBAL COMMUNITY, the Grantee herein, the following described real estate situated in the County of Skagit, State of Washington: Parcel B as legally described on the attached Exhibit A.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, will forever warrant and defend the said described real estate.

This conveyance is subject to the Covenants, Restrictions, and Easement attached hereto as Exhibit B which shall run with the land. The Swinomish Indian Tribal Community is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934.

This conveyance is made pursuant to the Act of June 18, 1934 (48 Stat. 984).

DATED this 11<sup>th</sup> day of December, 1992.

  
JAMES DUNLAP

  
SUSAN JENSON, as Trustee  
of the Susan Jenson Trust

The within deed is hereby accepted: as delegated in  
10 BIAM, Section 2, Release 44, dated February 18,  
1989, Incorporating 230 DM Release No. 2784, dated  
March 16, 1988.

  
Assistant Area Director (Program Services)

12/11/92  
(Date)

9212170C37



**INDIVIDUAL Acknowledgement**  
STATE OF WASHINGTON )

County of Skagit ) ss.

On this 17th day of August, 1992, personally appeared before me JAMES DUNLAP known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Dorothy McCannick  
Notary Public in And For the State  
of Washington, residing at  
Mt. Vernon  
My commission expires: 11/5/95



**INDIVIDUAL Acknowledgement**  
STATE OF WASHINGTON )

County of Skagit ) ss.

On this 17th day of August, 1992, personally appeared before me SUSAN JENSON, as Trustee of the Susan Jenson Trust, known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Dorothy McCannick  
Notary Public in And For the State  
of Washington, residing at  
Mt. Vernon  
My commission expires: 11/5/95



3212170037

**EXHIBIT A**

**Legal Description - Causeway**

Situate in the County of Skagit, State of Washington:  
Consisting of approximately 17.55 acres.

**PARCEL B**

A portion of those premises originally conveyed by the State of Washington to Sigrid Dunlap by deed recorded June 14, 1940 as Skagit County Auditor's File No. 326412 and described as follows:

A strip of land 600 feet wide contiguous to and Easterly of the East side of The United States Government jetty as established on February 20, 1940 between the line of extreme low tide in front of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., and the outer harbor line of the City of LaConner in front of Government Lot 3, Section 1, Township 33 North, Range 2 East, W.M.

Said portion being more particularly described as the portion of the following described parcel which is Southerly of the following line:

Commencing at the Northeast corner of Section 1, Township 33 North, Range 2 East, W.M.; thence North 89 degrees 37'00" West 4061.8 feet to a stone monument; thence South 26 degrees 44'50" West 788.30 feet to a stone monument; thence South 600 feet along the West line of the foregoing described parcel to the true point of beginning of said line; thence East perpendicular to said West line to the East line of the foregoing described parcel and the terminus of said line.

TOGETHER WITH AN EASEMENT as contained in the Covenants, Restrictions, and Easement attached to this Deed as Exhibit B.

**SUBJECT TO:**

1. Any question that may arise regarding the nature of the land by reason of it lying beyond the normal boundaries of second class tidelands.
2. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those water may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state.
3. Terms, provisions and reservations under the Submerged Land Act (43 U.S.C.A. 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.
4. Reservations contained in deed from the State of Washington recorded under Auditor's File No. 444092 and 326412, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made



for full payment of all damages sustained by reason of such entry.

Right of the State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

5. Easement, including the terms and conditions thereof:

Grantee: United States of America  
Dated: March 21, 1964, March 24, 1964, November 8, 1965  
Recorded: March 23, 1964, May 5, 1964, November 8, 1965  
Auditor's No.: 648167, 650265, 674326  
Purpose: Perpetual right and easement to enter upon, dig, or cut away and remove any or all of the following-described tract for the improvement and enlargement of Swinomish Channel.

Commencing at the Northeast corner of said Section 1; thence North 89°37'00" west 4061.80 feet to a stone monument; thence south 26°44'50" west 788.30 feet to a stone monument; thence south 7°38'50" west 1873.56 feet to USCGS monument; thence south 30°58'30" west 1229.31 feet to the true point of beginning, thence east 100.00 feet; thence south 110.00 feet; thence through an angle to the right of 150°, 110.00 feet, more or less, to an existing ordinary high water line; thence northwesterly along said ordinary high water line to a point due west of the point of beginning; thence east to the point of beginning.

6. Easement, including the terms and conditions thereof:

Grantee: United States of America  
Recorded: March 21, 1964, April 10, 1964, March 24, 1964, March 24, 1964, March 24, 1964, and November 8, 1965  
Auditor's No.: 648168, 649051, 650264, 650266, 650267, and 674327  
Purpose: Perpetual right and easement to enter upon, dig, or cut and remove that part of the herein described tract lying above 12 feet above mean low water. The continuing perpetual right to cut to ground level and remove all trees, bushes, shrubs, etc., and right to remove portions of buildings or other structures and the right to prohibit further construction of buildings or other structures.

Area affected: Commencing at the northeast corner of said Section 1; thence north 89°37'00" west 4061.80 feet to a stone monument; thence south 26°44'50" west 788.30 feet to a stone monument; thence south 7°38'50" west 1873.56 feet to USCGS monument; thence south 30°58'30" west 1229.31 feet; thence east 100.00 feet to the True Point of Beginning; thence south 110.00 feet; thence through an angle to the right of 150° for a distance of 110.00 feet, more or less, to the ordinary high water line; thence through an angle to the right of 120° for a distance of 30.00 feet; thence through an angle to the right 102° for a distance of 230.00 feet, more or less, to a line which is due east of the point of beginning; thence west along said line to the True Point of Beginning

7. Right of the United States Government to maintain or replace existing dikes upon and over the tidelands on the northwest

side of said Lot 9, said dikes having been constructed for the purpose of protecting from deterioration the channel leading to La Conner, as disclosed by instrument recorded April 10, 1950, under Auditor's File No. 444092.

8. Any adverse claim based upon the assertion that any portion of said premises was not tidelands subject to disposition by the State of Washington.
9. Question of location of lateral boundaries of said second class tidelands.
10. Any adverse claim based upon the assertion or determination that some portions of the subject property are actually one or more of the following:
  - a) Tidelands filled by either natural or artificial means contrary to state law.
  - b) Uplands that have become submerged lands by either natural or artificial means.
  - c) Dependent upon the locations of the lines of ordinary high water and/or extreme low tide to determine their locations.
11. Claims of the Swinomish Tribal Community to ownership of all or part of the subject property and to assertions that all or part of the subject property lies within the Swinomish Reservation.

### COVENANTS, RESTRICTIONS AND EASEMENT

This Easement is entered into between SUSAN JENSON, as Trustee of the "Susan Jenson Trust", and JAMES DUNLAP ("Grantor") and THE UNITED STATES OF AMERICA in Trust for the Swinomish Indian Tribal Community ("Grantee"). The Swinomish Indian Tribal Community, the beneficiary of the trust herein, is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934.

### RECITALS

A. Grantor is the owner of that certain real property ("Parcels G through J") legally described on Exhibit A attached hereto and by this reference incorporated herein.

B. Grantee is the owner of that certain real property ("Parcels A through F") legally described on Exhibit B attached hereto and by this reference incorporated herein. Simultaneously with the execution of this Agreement, Grantee acquired Parcels A through F subject to this Agreement.

C. The parties hereto wish to provide for covenants, restrictions, and an easement pursuant to the terms hereof.

### AGREEMENT

Now, therefore, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "Easement") for ingress and egress located as described on Exhibit C. The use of the Easement shall be limited to access to Parcels A through F solely for the limited purposes allowed on Parcels A through F pursuant to the covenants encumbering Parcels A through F for the benefit of the United States of America and James and Phyllis Dunlap, husband and wife, and their lineal descendants. Grantee's right to use the easement described as Parcel H on Exhibit A is subject to the written consent and approval of the State of Washington, acting by and through the Department of Natural Resources.

2. Grantor shall not have any responsibility or obligation for construction, maintenance, or repair of the road on the Easement, and Grantee waives any such claims against Grantor. Notwithstanding the foregoing, Grantor has the right and authority to repair the dike which is located within the Easement. Use of the Easement may be restricted during the

performance of repairs to the dike, to the extent necessary to perform the repairs.

3. Grantor and Grantee hereby covenant and agree that for a period of 50 years after the date Grantee acquires Parcel B, Parcel B and Parcel G shall be used as open space only; no improvement, construction, or development shall be permitted on either Parcel B or Parcel G. The covenants in this Paragraph 3 shall expire upon the earlier to occur of the date that a lineal descendant of James and Phyllis Dunlap, husband and wife, no longer resides on Parcel I or J, or the date that Grantor sells a part of Parcel I or J to any party which is not a lineal descendant of James and Phyllis Dunlap, husband and wife.

4. The Easement granted herein modifies and replaces that certain Easement (the "Prior Easement") conveyed to James Fellman or assigns by that certain "Option to Purchase Real Estate", recorded December 12, 1978 and December 13, 1978, under Auditor's File Numbers 892922 and 892964, respectively, as described therein over and across a twenty-five foot (25') wide portion of Section 1 and First-Class Tideland adjacent thereto, in Township 33 North, Range 2 East, W.M. The Prior Easement is hereby terminated.

5. The Easement and this Agreement shall run with the land, and shall be binding upon, and shall run to the benefit of, the parties hereto, any successor in ownership to Parcels A through J, and the heirs, successors and assigns of the parties hereto.

Dated this 11 day of December, 1992.

GRANTOR:

James Dunlap  
JAMES DUNLAP

Susan Jensen  
SUSAN JENSON, as Trustee of  
the Susan Jensen Trust

GRANTEE:

ACCEPTED AND AGREED  
~~THE UNITED STATES OF AMERICA~~  
~~IN TRUST FOR~~  
THE SWINOMISH  
INDIAN TRIBAL COMMUNITY

By: Robert J. S.  
Name: Robert J. S., Sr.  
Title: Chairman

**INDIVIDUAL Acknowledgement**

STATE OF WASHINGTON )

ss.

County of Skegitt )

On this 17th day of August, 1992, personally appeared before me JAMES DUNLAP known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Doreen M. Cornick  
Notary Public in And For the State  
of Washington, residing at  
Mt. Vernon  
My commission expires: 11/3/95



**INDIVIDUAL Acknowledgement**

STATE OF WASHINGTON )

ss.

County of Skegitt )

On this 17th day of August, 1992, personally appeared before me SUSAN JENSON, as Trustee of the Susan Jenson Trust, known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Doreen M. Cornick  
Notary Public in And For the State  
of Washington, residing at  
Mt. Vernon  
My commission expires: 11/3/95





STATE OF WASHINGTON

County of Skgit

SS.

On this 10<sup>th</sup> day of December, 1992, personally appeared before me Robert Soe, Sr. known to me to be the individual(s) who signed this instrument in my presence, on oath stated that [he is][she is][they are] authorized to execute this instrument on behalf of ~~the United States of America in Trust for the~~ Swinomish Indian Tribal Community, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this day and year first above written.



Allen E. Olson  
Notary Public in And For the State of  
Washington, residing at LACONNER, WA.  
My commission expires: 4-6-99.



**EXHIBIT A**

**(Dunlap Property)**

**Parcels G through J**

Situate in the County of Skagit, State of Washington:

**PARCEL G**

A portion of those premises originally conveyed by the State of Washington to Sigrid Dunlap by deed recorded June 14, 1940 as Skagit County Auditor's File No. 326412 and described as follows:

A strip of land 600 feet wide contiguous to and Easterly of the East side of The United States Government jetty as established on February 20, 1940 between the line of extreme low tide in front of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., and the outer harbor line of the City of LaConner in front of Government Lot 3, Section 1, Township 33 North, Range 2 East, W.M.

Said portion being more particularly described as the portion of the foregoing described parcel which is northerly of the following line:

Commencing at the Northeast corner of Section 1, Township 33 North, Range 2 East, W.M.; thence North 89°37'00" West 4061.8 feet to a stone monument; thence South 26°44'50" West 788.20 feet to a stone monument; thence South 600 feet along the west line of the foregoing described parcel to the True Point of Beginning of said line; thence East perpendicular to said west line to the east line of the foregoing described parcel and the terminus of said line.

**PARCEL H**

An easement as recorded under Skagit County Recording No. 9005210063, which easement is within that portion of Section 1, Township 33 North, Range 2 East, W.M. lying between the inner harbor line and the outer harbor line fronting Government Lot 3 of said Section 1.

**PARCEL I**

That portion of Tract 1, Plate 19, of first class "LaCONNER TIDELANDS", as per plat thereof on file in the office of the Commissioner of Public Lands in Olympia, Washington, lying between the Northerly extensions of the Easterly and Westerly lines of that certain 600 foot wide strip of land conveyed to Sigrid Dunlap by deed dated February 20, 1940 and recorded June 14, 1940 as Auditor's File No. 326412.

**PARCEL J**

That portion of Government Lot 3, Section 1, Township 33 North, Range 2 East, W.M., lying Southwesterly of the County Road known as Pioneer Park Way as conveyed to Skagit County by deed dated August 8, 1955 and recorded August 9, 1955 as Auditor's File No. 522238.

**EXHIBIT D**

**(Tribe Property)**

**Parcels A through F**

**Situate in the County of Skagit, State of Washington:**

**PARCEL A**

**Government Lots 9 and 10, Section 1, Township 33 North, Range 2 East, W.M.**

**TOGETHER WITH tidelands of second class situated in front of, adjacent to or abutting upon that part of Government Lot 9, measured along the meander line as follows:**

**Beginning at the intersection of the South line of said Lot 9 with the meander line of the West side of said Lot 9; thence North 9 degrees East 4.00 chains, more or less, to an angle point in said meander line; thence West 3.30 chains; thence North 49 degrees West 1.30 chains; thence North 19 degrees West 2.50 chains; thence North 29 degrees East 1.30 chains to the point of beginning of this description; thence North 70 degrees East 2.70 chains; thence North 80 degrees East 3.50 chains; thence South 84 degrees East 2.00 chains; thence North 41 degrees 30' East 8.00 chains; thence North 30 degrees East 4.50 chains; thence North 24 degrees East 3.90 chains to terminal point of this description.**

**EXCEPT from all of the above those portions thereof lying within the boundaries of Parcels B, C, D, E and F as described herein below.**

**PARCEL B**

A portion of those premises originally conveyed by the State of Washington to Sigrid Dunlap by deed recorded June 14, 1940 as Skagit County Auditor's File No. 326412 and described as follows:

A strip of land 600 feet wide contiguous to and Easterly of the East side of The United States Government jetty as established on February 20, 1940 between the line of extreme low tide in front of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., and the outer harbor line of the City of LaConner in front of Government Lot 3, Section 1, Township 33 North, Range 2 East, W.M.

Said portion being more particularly described as the portion of the following described parcel which is Southerly of the following line:

Commencing at the Northeast corner of Section 1, Township 33 North, Range 2 East, W.M.; thence North 89 degrees 37'00" West 4061.8 feet to a stone monument; thence South 26 degrees 44'50" West 788.30 feet to a stone monument; thence South 600 feet along the West line of the foregoing described parcel to the true point of beginning of said line; thence East perpendicular to said West line to the East line of the foregoing described parcel and the terminus of said line.

**PARCEL C**

That portion of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said Section 1; thence North 89 degrees 37' West 4061.8 feet to Stone Monument; thence South 26 degrees 44'50" West 788.3 feet to Stone Monument; thence South 7 degrees 38'50" West 1873.56 feet to U.S.C.G. Survey Monument; thence South 30 degrees 58'30" West 1095.89 feet to a point on the Government meander line of said Government Lot 9 and the true point of beginning of this description; thence from said true point of beginning continue South 30 degrees 58'30" West 133.42 feet; thence East 627.64 feet; thence North 14 degrees 57'10" East 429.6 feet, more or less, to a point on the Government meander line of said Lot 9; thence South 41 degrees 30' West along said meander line, a distance of 316.98 feet to an angle point in said meander line; thence North 84 degrees West 132.0 feet; thence South 80 degrees West 231.0 feet; thence South 70 degrees West 107.49 feet to the true point of beginning.

TOGETHER WITH that certain 25 feet wide non-exclusive easement for ingress, egress, roadway and utilities as conveyed to James Fellman or assigns by that certain "Option to Purchase Real Estate", recorded December 12, 1978 and December 13, 1978, under Auditor's File Nos. 892922 and 892964, respectively, as described therein over and across a 25 foot wide portion of Section 1 and First Class Tideland adjacent thereto, in Township 33 North, Range 2 East, W.M.

**PARCEL D**

Tide lands of second class situated in front of, adjacent to or abutting upon that part of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., measured along the meander line as follows:

Beginning at the intersection of the South line of said Lot 9 with the meander line of the West side of said Lot 9; thence North 9 degrees East 4.00 chains, more or less, to an angle point in said meander line; thence West 3.30 chains; thence North 49 degrees West 1.30 chains; thence North 19 degrees West 2.50 chains; thence North 29 degrees East 1.30 chains to the true point of beginning of this description; thence North 70 degrees East 2.70 chains; thence North 80 degrees East 3.50 chains; thence South 84 degrees East 2.00 chains; thence North 41 degrees 30' East 8.00 chains; thence North 30 degrees East 4.50 chains; thence North 24 degrees East 3.90 chains to terminal point of this description. EXCEPTING all that portion of said tide lands lying Easterly of a line described as follows:

Beginning at the Northeast corner of said Section 1; thence North 89 degrees 37' West 4061.8 feet to Stone Monument; thence South 26 degrees 44'50" West 788.3 feet to Stone Monument; thence South 7 degrees 38'50" West 1873.56 feet to U.S.C.G. Survey Monument and the true point of beginning of said line; thence South 19 degrees 39'50" East 470.15 feet; thence South 14 degrees 57'10" West 203.11 feet to the meander line of said Government Lot 9, thence South 41 degrees 30' West along said meander line a distance of 316.98 feet to an angle point in said meander line; thence North 84 degrees West 132.0 feet; thence South 80 degrees West 231.0 feet; thence South 70 degrees West 107.49 feet and the terminal point of line herein described.

TOGETHER WITH that certain 25 feet wide non-exclusive easement for ingress, egress, roadway and utilities as conveyed to James Fellman or assigns by that certain "Option to Purchase Real Estate", recorded December 12, 1978 and December 13, 1978, under Auditor's File Nos. 892922 and 892964, respectively, as described therein over and across a 25 foot wide portion of Section 1 and First Class Tideland adjacent thereto, in Township 33 North, Range 2 East, W.M.



**PARCEL E**

That portion of Government Lot 9 of Section 1, Township 33 North, Range 2 East, W.M. described as follows:

Beginning at a point on the government meander line 99 feet North of the Southeast corner of Government Lot 9; thence due West to a point which is 200 feet West (when measured at right angles) from the government meander line; thence North 23 degrees West 900 feet; thence due East to the government meander line; thence Southerly along said meander line to the point of beginning.

**PARCEL F**

Tidelands of the second class formerly owned by the State of Washington, situate in front of, adjacent to or abutting upon that part of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., measured along the Government meander line as follows:

Beginning at the intersection of the South line of said Government Lot 9 with said meander line on the East side of said Government Lot 9 and running thence North 1.57 chains, more or less, to an angle point in said meander line, thence North 23 degrees West 16.00 chains, North 3.70 chains, North 4 degrees West 3.30 chains and North 83 degrees West 2.20 chains to an angle point in said meander line and the terminal point of this description, with a frontage of 26.77 lineal chains, more or less.

EXCEPT such portion, if any, of the above described tide lands that may be include in a deed from the State of Washington to Sigrid Dunlop issued February 20, 1940 under application No. 10320, under the provisions of Chapter 101, Session Laws of 1939, recorded June 14, 1940, under Auditor's File No. 326412 Records of Skagit County, Washington.

AND ALSO EXCEPT any portion of said tide lands lying within the boundaries of Parcel E as set forth herein above.

**EXHIBIT C**  
**Easement Location**

Situate in Skagit County, State of Washington.

An easement for ingress, egress and utilities over, under and across a strip of land being 25 feet in width, the centerline being more particularly described as follows:

Commencing at the Northeast corner of Section 1, Township 33 North, Range 2 East, W.M., as the same is shown on that certain Record of Survey map recorded in Book 2 of Surveys, page 211, under Auditor's File Number 8001020014, records of Skagit County, Washington; thence North 89°37'00" West 4061.8 feet to a stone monument; thence South 89°33'50" East 11.25 feet to the TRUE POINT OF BEGINNING of said centerline; thence South 60°40'00" West 131.68 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 250.00 feet, through a central angle of 27°17'40", an arc distance of 119.09 feet to a point of compound curvature; thence along the arc of said curve to the left having a radius of 800.00 feet, through a central angle of 22°22'20", an arc distance of 312.38 feet to a point of tangency; thence South 11°00'00" West 236.73 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 140.00 feet, through a central angle of 70°01'20", an arc distance of 171.10 feet to a point of tangency; thence South 59°01'20" East 95.56 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 70.00 feet, through a central angle of 75°55'40", an arc distance of 92.76 feet to a point of tangency; thence South 16°54'20" West 165.84 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 300.00 feet, through a central angle of 28°56'45", an arc distance of 151.56 feet to a point of tangency; thence South 12°02'25" East 80.61 feet to the intersection with the following described line, said intersection being the terminus of said centerline (side right of way lines to be shortened or lengthened as necessary to intersect with the beginning and terminal lines).

Said terminus line being described as:

Commencing at the Northeast corner of Section 1, Township 33 North, Range 2 East, W.M., as the same is shown on that certain Record of Survey map recorded in Book 2 of Surveys, page 211, under Auditor's File Number 8001020014, records of Skagit County, Washington; thence North 89°37'00" West 4061.8 feet to a stone monument; thence South 26°44'50" West 788.20 feet to a stone monument; thence South 7°38'50" West 600.00 feet on a line to the U.S.C.G. survey monument as the same is shown on said Record of Survey map recorded in Book 2 of Surveys, page 211; thence North 82°21'10" West to the line of Extreme Low Tide on the West side of said Government Jetty (if any) and the TRUE POINT OF BEGINNING; thence South 82°21'10" East 500 feet more or less to the line of Extreme Low Tide on the East side of said Government Jetty (if any) and the terminus of said line.

Filed for Record at Request of;  
After Recording Mail To:

ALAN OLSON  
SWINOMISH TRIBAL COMMUNITY  
PO BOX 817  
LA CONNER, WA 98257

THIS SPACE RESERVED FOR AGIT COUNTY AUDITOR  
RECORDER'S USE:

92 DEC 17 NO:12

RECORDED  
FEE

FIRST AMERICAN TITLE CO.

9212170036

34151

WARRANTY DEED

THE GRANTOR, JAMES DUNLAP and PHYLLIS DUNLAP, husband and wife as to an undivided 1/3 interest; and SUSAN JENSON, who also appears of record as SUSAN JENSEN, as Trustee of The "Susan Jenson Trust", as to an undivided 1/3 interest; and ELVA DAWSON DUNLAP, MARGERY GENE ZIMMERMAN, also known as MARJORIE JEAN ZIMMERMAN, JACK HENRIOT and ROBERT HARRELL as Co-Trustees under Trust Agreement dated December 30, 1977 and filed in Superior Court Probate Cause No. 15271 and recorded January 30, 1978 as Auditor's File No. 872918, as to an undivided 1/3 interest, for and in consideration of One Million One Hundred Thirty-Five Thousand Five Hundred and no/100 Dollars (\$1,135,500.00) (plus any interest paid to the Grantor pursuant to the Real Estate Purchase and Sale Agreement for this property) in hand paid, bargains, sells and conveys to THE UNITED STATES OF AMERICA IN TRUST FOR THE SWINOMISH INDIAN TRIBAL COMMUNITY, the Grantee herein, the following described real estate situated in the County of Skagit, State of Washington:

Parcels A and F as legally described on the attached Exhibit A.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, will forever warrant and defend the said described real estate.

This conveyance is subject to the Covenants attached hereto as Exhibit B which shall run with the land for the sole and exclusive benefit of the United States of America, and James and Phyllis Dunlap and their lineal descendants. The Swinomish Indian Tribal Community, the beneficiary of the Grantee trust herein, is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934.

This conveyance is made pursuant to the Act of June 18, 1934 (48 Stat. 984).

DATED this 11<sup>th</sup> day of December, 1992.

James Dunlap  
JAMES DUNLAP

Phyllis Dunlap  
PHYLLIS DUNLAP

Susan Jenson  
SUSAN JENSON, as Trustee of  
the Susan Jenson Trust

Elva Dawson Dunlap  
ELVA DAWSON DUNLAP

Margery Gene Zimmerman  
MARGERY GENE ZIMMERMAN,  
a/k/a MARJORIE JEAN  
ZIMMERMAN

Jack Henriot  
JACK HENRIOT

Robert Harrell  
ROBERT HARRELL

3893  
SKAGIT COUNTY WASHINGTON  
Clk of Probate Cause No.

DEC 17 1992

9212170036

Amount Paid \$ -0-  
Skagit Co. Treasurer  
By

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Snohomish ) ss.

On this 17th day of August, 1992, personally appeared before me JAMES DUNLAP, known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Doreen M. Carmick  
Notary Public in And For the  
State of Washington, residing  
at Mt. Vernon  
My commission expires: 11/3/95

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Snohomish ) ss.

On this 17th day of August, 1992, personally appeared before me PHYLLIS DUNLAP, known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Doreen M. Carmick  
Notary Public in And For the  
State of Washington, residing  
at Mt. Vernon  
My commission expires: 11/3/95

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Snohomish ) ss.

On this 17th day of August, 1992, personally appeared before me SUSAN JENSON, as Trustee of the Susan Jenson Trust, known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Doreen M. Carmick  
Notary Public in And For the  
State of Washington, residing  
at Mt. Vernon  
My commission expires: 11/3/95



INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit )

ss.

On this 17th day of August, 1992, personally appeared before me ELVA DAWSON DUNLAP, as Trustee, known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Dorothy M. Cornick  
Notary Public in And For the  
State of Washington, residing  
at Mt. Vernon  
My commission expires: 12/15/1997

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit )

ss.

On this 17th day of August, 1992, personally appeared before me MARGERY GENE ZIMMERMAN a/k/a MARJORIE JEAN ZIMMERMAN, as Trustee, known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Dorothy M. Cornick  
Notary Public in And For the  
State of Washington, residing  
at Mt. Vernon  
My commission expires: 12/15/1997

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit )

ss.

On this 17th day of August, 1992, personally appeared before me JACK HENRIOT, as Trustee, known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Dorothy M. Cornick  
Notary Public in And For the  
State of Washington, residing  
at Mt. Vernon  
My commission expires: 12/15/1997



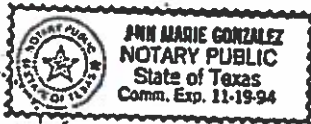
INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON *2124*

County of Harris }

SS.

On this 10<sup>th</sup> day of September, 1992, personally appeared before me ROBERT HARRELL, as Trustee, known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Ann Marie Gonzalez  
Notary Public in And For the  
State of Washington, residing  
at 3415 Lake Forest, Kingwood, TX 77345  
My commission expires: 11/19/94.

The within deed is hereby accepted: as delegated in  
10 BIAM, Section 2, Release 44, dated February 18,  
1989, Incorporating 239 DM Release No. 2784, dated  
March 16, 1989.

D. D. Bm  
Acting Assistant Area Director (Program Services)

12/11/92  
(Date)

**EXHIBIT A - Dunlap**

**Legal Description**

Situate in the County of Skagit, State of Washington:  
Consisting of approximately 39.41 acres plus an undetermined  
**PARCEL A** number of tideland acres.

Government Lots 9 and 10, Section 1, Township 33 North, Range 2 East, W.M.

TOGETHER WITH tidelands of second class situated in front of, adjacent to or abutting upon that part of Government Lot 9, measured along the meander line as follows:

Beginning at the intersection of the South line of said Lot 9 with the meander line of the West side of said Lot 9; thence North 9 degrees East 4.00 chains, more or less, to an angle point in said meander line; thence West 3.30 chains; thence North 49 degrees West 1.30 chains; thence North 19 degrees West 2.50 chains; thence North 29 degrees East 1.30 chains to the point of beginning of this description; thence North 70 degrees East 2.70 chains; thence North 80 degrees East 3.50 chains; thence South 84 degrees East 2.00 chains; thence North 41 degrees 30' East 8.00 chains; thence North 30 degrees East 4.50 chains; thence North 24 degrees East 3.90 chains to terminal point of this description.

EXCEPT from all of the above those portions thereof lying within the boundaries of Exceptions B, C, D, E and F as described herein below.

**EXCEPTION B**

A portion of those premises originally conveyed by the State of Washington to Sigrid Dunlap by deed recorded June 14, 1940 as Skagit County Auditor's File No. 326412 and described as follows:

A strip of land 600 feet wide contiguous to and Easterly of the East side of The United States Government jetty as established on February 20, 1940 between the line of extreme low tide in front of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., and the outer harbor line of the City of LaConner in front of Government Lot 3, Section 1, Township 33 North, Range 2 East, W.M.

Said portion being more particularly described as the portion of the following described parcel which is Southerly of the following line:

Commencing at the Northeast corner of Section 1, Township 33 North, Range 2 East, W.M.; thence North 89 degrees 37'00" West 4061.8 feet to a stone monument; thence South 26 degrees 44'50" West 788.30 feet to a stone monument; thence South 600 feet along the West line of the foregoing described parcel to the true point of beginning of said line; thence East perpendicular to said West line to the East line of the foregoing described parcel and the terminus of said line.

**EXCEPTION C**

That portion of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said Section 1; thence North 89 degrees 37' West 4061.8 feet to Stone Monument; thence South 26 degrees 44'50" West 788.3 feet to Stone Monument; thence South 7 degrees 38'50" West 1873.56 feet to U.S.C.G. Survey Monument; thence South 30 degrees 58'30" West 1095.89 feet to a point on the Government meander line of said Government Lot 9 and the true point of beginning of this description; thence from said true point of beginning continue South 30 degrees 58'30" West 133.42 feet; thence East 627.64 feet; thence North 14 degrees 57'10" East 429.6 feet, more or less, to a point on the Government meander line of said Lot 9; thence South 41 degrees 30' West along said meander line, a distance of 316.98 feet to an angle point in said meander line; thence North 84 degrees West 132.0 feet; thence South 80 degrees West 231.0 feet; thence South 70 degrees West 107.49 feet to the true point of beginning.

TOGETHER WITH that certain 25 feet wide non-exclusive easement for ingress, egress, roadway and utilities as conveyed to James Fellman or assigns by that certain "Option to Purchase Real Estate", recorded December 12, 1978 and December 13, 1978, under Auditor's File Nos. 892922 and 892964, respectively, as described therein over and across a 25 foot wide portion of Section 1 and First Class Tideland adjacent thereto, in Township 33 North, Range 2 East, W.M.

**EXCEPTION D**

Tide lands of second class situated in front of, adjacent to or abutting upon that part of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., measured along the meander line as follows:

Beginning at the intersection of the South line of said Lot 9 with the meander line of the West side of said Lot 9; thence North 9 degrees East 4.00 chains, more or less, to an angle point in said meander line; thence West 3.30 chains; thence North 49 degrees West 1.30 chains; thence North 19 degrees West 2.50 chains; thence North 29 degrees East 1.30 chains to the true point of beginning of this description; thence North 70 degrees East 2.70 chains; thence North 80 degrees East 3.50 chains; thence South 84 degrees East 2.00 chains; thence North 41 degrees 30' East 8.00 chains; thence North 30 degrees East 4.50 chains; thence North 24 degrees East 3.90 chains to terminal point of this description. EXCEPTING all that portion of said tide lands lying Easterly of a line described as follows:

Beginning at the Northeast corner of said Section 1; thence North 89 degrees 37' West 4061.8 feet to Stone Monument; thence South 26 degrees 44'50" West 788.3 feet to Stone Monument; thence South 7 degrees 38'50" West 1873.56 feet to U.S.C.G. Survey Monument and the true point of beginning of said line; thence South 19 degrees 39'50" East 470.15 feet; thence South 14 degrees 57'10" West 203.11 feet to the meander line of said Government Lot 9, thence South 41 degrees 30' West along said meander line a distance of 316.98 feet to an angle point in said meander line; thence North 84 degrees West 132.0 feet; thence South 80 degrees West 231.0 feet; thence South 70 degrees West 107.49 feet and the terminal point of line herein described.

TOGETHER WITH that certain 25 feet wide non-exclusive easement for ingress, egress, roadway and utilities as conveyed to James Fellman or assigns by that certain "Option to Purchase Real Estate", recorded December 12, 1978 and December 13, 1978, under Auditor's File Nos. 892922 and 892964, respectively, as described therein over and across a 25 foot wide portion of Section 1 and First Class Tideland adjacent thereto, in Township 33 North, Range 2 East, W.M.

**EXCEPTION E**

That portion of Government Lot 9 of Section 1, Township 33 North, Range 2 East, W.M. described as follows:

Beginning at a point on the government meander line 99 feet North of the Southeast corner of Government Lot 9; thence due West to a point which is 200 feet West (when measured at right angles) from the government meander line; thence North 23 degrees West 900 feet; thence due East to the government meander line; thence Southerly along said meander line to the point of beginning.

**EXCEPTION F**

Tidelands of the second class formerly owned by the State of Washington, situate in front of, adjacent to or abutting upon that part of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., measured along the Government meander line as follows:

Beginning at the intersection of the South line of said Government Lot 9 with said meander line on the East side of said Government Lot 9 and running thence North 1.57 chains, more or less, to an angle point in said meander line, thence North 23 degrees West 16.00 chains, North 3.70 chains, North 4 degrees West 3.30 chains and North 83 degrees West 2.20 chains to an angle point in said meander line and the terminal point of this description, with a frontage of 26.77 lineal chains, more or less.

EXCEPT such portion, if any, of the above described tide lands that may be include in a deed from the State of Washington to Sigrid Dunlop issued February 20, 1940 under application No. 10320, under the provisions of Chapter 101, Session Laws of 1939, recorded June 14, 1940, under Auditor's File No. 326412 Records of Skagit County, Washington.

AND ALSO EXCEPT any portion of said tide lands lying within the boundaries of Exception E as set forth herein above.

**PARCEL E**

Tidelands of the second class formerly owned by the State of Washington, situate in front of, adjacent to or abutting upon that part of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., measured along the Government meander line as follows:

Beginning at the intersection of the South line of said Government Lot 9 with said meander line on the East side of said Government Lot 9 and running thence North 1.57 chains, more or less, to an angle point in said meander line, thence North 23 degrees West 16.00 chains, North 3.70 chains, North 4 degrees West 3.30 chains and North 83 degrees West 2.20 chains to an angle point in said meander line and the terminal point of this description, with a frontage of 26.77 lineal chains, more or less.

EXCEPT such portion, if any, of the above described tide lands that may be include in a deed from the State of Washington to Sigrid Dunlop issued February 20, 1940 under application No. 10320, under the provisions of Chapter 101, Session Laws of 1939, recorded June 14, 1940, under Auditor's File No. 326412 Records of Skagit County, Washington.

AND ALSO EXCEPT any portion of said tide lands lying within the boundaries of Exception E as set forth herein above.

**SUBJECT TO:**

1. Any question that may arise pertaining to the following:

- a) Ownership of and access to the jetty or piling extending South from the South end of the property.

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EXHIBIT A - page 3

2. Question of the location and angle of the North line of said Parcel A.
3. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those water may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state.
4. Terms, provisions and reservations under the Submerged Land Act (43 U.S.C.A. 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.
5. Reservations contained in deed from the State of Washington recorded under Auditor's File No. 444092 and 326412, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

Right of the State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

6. Easement, including the terms and conditions thereof:

Grantee:	United States of America
Dated:	March 21, 1964, March 24, 1964, November 8, 1965
Recorded:	March 23, 1964, May 5, 1964, November 8, 1965
Auditor's No.:	648167, 650265, 674326
Purpose:	Perpetual right and easement to enter upon, dig, or cut away and remove any or all of the following-described tract for the improvement and enlargement of Swinomish Channel.

Commencing at the Northeast corner of said Section 1; thence North 89°37'00" west 4061.80 feet to a stone monument; thence south 26°44'50" west 788.30 feet to a stone monument; thence south 7°38'50" west 1873.56 feet to USCGS monument; thence south 30°58'30" west 1229.31 feet to the true point of beginning, thence east 100.00 feet; thence south 110.00 feet; thence through an angle to the right of 150°, 110.00 feet, more or less, to an existing ordinary high water line; thence northwesterly along said ordinary high water line to a point due west of the point of beginning; thence east to the point of beginning.

7. Easement, including the terms and conditions thereof:

Grantee:	United States of America
Recorded:	March 21, 1964, April 10, 1964, March 24, 1964, March 24, 1964, March 24, 1964, and November 8, 1965
Auditor's No.:	648168, 649051, 650264, 650266, 650267, and 674327



**Purpose:**

Perpetual right and easement to enter upon, dig, or cut and remove that part of the herein described tract lying above 12 feet above mean low water. The continuing perpetual right to cut to ground level and remove all trees, bushes, shrubs, etc., and right to remove portions of buildings or other structures and the right to prohibit further construction of buildings or other structures.

**Area affected:**

Commencing at the northeast corner of said Section 1; thence north 89°37'00" west 4061.80 feet to a stone monument; thence south 26°44'50" west 788.30 feet to a stone monument; thence south 7°38'50" west 1873.56 feet to USCGS monument; thence south 30°58'30" west 1229.31 feet; thence east 100.00 feet to the True Point of Beginning; thence south 110.00 feet; thence through an angle to the right of 150° for a distance of 110.00 feet, more or less, to the ordinary high water line; thence through an angle to the right of 120° for a distance of 30.00 feet; thence through an angle to the right 102° for a distance of 230.00 feet, more or less, to a line which is due east of the point of beginning; thence west along said line to the True Point of Beginning

8. Right of the United States Government to maintain or replace existing dikes upon and over the tidelands on the northwest side of said Lot 9, said dikes having been constructed for the purpose of protecting from deterioration the channel leading to La Conner, as disclosed by instrument recorded April 10, 1950, under Auditor's File No. 444092.
9. Any adverse claim based upon the assertion that any portion of said premises was not tidelands subject to disposition by the State of Washington.
10. Question of location of lateral boundaries of said second class tidelands.
11. Any adverse claim based upon the assertion or determination that some portions of the subject property are actually one or more of the following:
  - a) Tidelands filled by either natural or artificial means contrary to state law.
  - b) Uplands that have become submerged lands by either natural or artificial means.
  - c) Dependent upon the locations of the lines of ordinary high water and/or extreme low tide to determine their locations.
12. Claims of the Swinomish Tribal Community to ownership of all or part of the subject property and to assertions that all or part of the subject property lies within the Swinomish Reservation.

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EXHIBIT A - page 5



**EXHIBIT B - Dunlap**

**Covenants**

The property described on the deed to which these covenants are attached is hereby subjected to the covenant that the use of the property be forever subject to the following restrictions which shall run with the property and be binding upon any successors in ownership to any interest in the property:

1. Except as specifically set forth in these Covenants, no improvements shall be constructed on the property, which shall forever remain undeveloped.

2. The following uses of the property shall be permitted:

2.1 The building and operation of one year-around tribal cultural/interpretive center; the buildings, parking facilities, and other above-ground improvements shall be on a portion of the property not to exceed in the aggregate 3 acres located north of the following described line: Beginning at the Northeast corner of Section 1, Township 33 North, Range 2 East, W.M.; thence North 89 degrees 37' West 4061.8 feet to stone monument; thence South 26 degrees 44'50" West 788.3 feet to stone monument; thence South 7 degrees 38'50" West 1873.56 to U.S.C.G. Survey Monument; thence South 30 degrees 58'30" West 1095.89 feet to a point on the Government meander line of Government Lot 9 in said Section 1; thence South 30 degrees 58'30" West 133.42 feet to the true point of beginning of said line; thence East 627.64 feet; thence South to the North line of the South 350' of said Government Lot 9; thence East along said North line to a point on the Government meander line of said Government Lot 9 and the end of said line. The use of this tribal cultural/interpretive center shall not be open to the public except during daylight hours (which shall always include the hours from 8:00 a.m. to 6:00 p.m.) and no commercial activity shall be allowed except a small gift shop. The gift shop may sell tribal/cultural items only, including incidental sales of cigarettes; sales and use of alcohol, volume sales of cigarettes, and gambling shall not be permitted. The size and style of the center buildings shall be compatible with the natural setting of the surrounding area, and shall be built, operated and maintained in a manner to preserve as much undisturbed land, trees, and natural vegetation and open space value as practical, and to minimize adverse environmental impacts upon the property. Occasional evening events will be allowed infrequently for special tribal occasions such as weddings or tribal ceremonies.

2.2 To allow the property to lie fallow.

2.3 To remove limited amounts of plant material, roots or herbs for Indian religious, spiritual, and cultural purposes, and not for the commercial resale thereof.

2.4 To manage the property as open space consistent with maintaining the property as a traditional Swinomish cultural and spiritual preserve in accord with the following objectives:

2.4.1 To maintain a healthy stand of trees and indigenous plants on the property;

2.4.2 To maintain a continuous growth of desirable tree and plant species native to the property, including a reasonable proportion of old-growth trees (200 years or older);

2.4.3 To keep wooded areas of the property as aesthetically appealing as possible;

2.4.4 To maintain the suitability of the property as wildlife habitat; and

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(00113430.000)

BK1146PGU156

-10-

**EXHIBIT B - page 1**

2.4.5 To maintain the spiritual and cultural integrity of the property for the use of Indian religious purposes.

2.5 To manage the property as an open-space, natural area and forest, open to individuals and groups for walking and educational purposes, with the permission of the Swinomish Indian Tribe, all consistent with protection of the natural resources and features of the property.

2.6 To hunt and fish on the tidelands surrounding the property in compliance with Federal and Tribal regulations.

2.7 To moor vessels in Smuggler's Cove on the Southeast side of McGlinn Island (within Government Lot 10, Section 1, Township 33 North, Range 2 East, W.M.) and to permit the Lessees under the Lease granted by the United States to the members or former members of "Skagit Skybusters, Inc.," to relocate the leased premises (and the uses described in the Lease) to Smuggler's Cove when the Swinomish Indian Tribal Community commences construction of the Tribal center described in 2.1 above.

3. The Grantor of the within deed assumes no responsibility, express or implied, for the drafting, imposition, interpretation or enforcement of any of the above Covenants. The Grantee of the within deed assumes no responsibility, express or implied, for the drafting of any of the above Covenants.

4. These Covenants are for the sole and exclusive benefit of the United States of America, and James and Phyllis Dunlap and their lineal descendants. Any one of the foregoing parties shall have the right and authority to enforce these Covenants.

AGREED:

~~THE UNITED STATES OF AMERICA~~  
~~IN TRUST FOR~~ THE SWINOMISH INDIAN  
TRIBAL COMMUNITY

By: Robert Joe, Sr.  
Name: Robert Joe, Sr.  
Title: Chairman

STATE OF WASHINGTON )  
County of Skagit ) ss.

On this 10th day of December, 1992, personally appeared before me Robert Joe, Sr. known to me to be the individual(s) who signed this instrument in my presence, on oath stated that [he is][she is][they are] authorized to execute this instrument on behalf of ~~the United States of America in Trust for~~ the Swinomish Indian Tribal Community, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Allan E. Olson  
Notary Public in And For the  
State of Washington, residing  
at LACONNER, WA  
My commission expires: 4-6-94

9212170036

14  
16  
Filed for Record at Request of;  
After Recording Mail To:

THIS SPACE RESERVED FOR  
RECORDER'S USE:

ALAN OLSON  
SWINOMISH TRIBAL COMMUNITY  
PO BOX 817  
LA CONNER, WA 98257

FIRST AMERICAN TITLE CO.

9212170C35

#16  
JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR

92 DEC 17 AIO:12

RECORDED  
REQUEST OF

34151

WARRANTY DEED

THE GRANTOR, DOROTHY H. FELLMAN individually and as the Personal Representative of the Estate of JAMES R. FELLMAN, deceased; and NATHANIEL C. SCOTT and RUTH J. SCOTT, husband and wife; JAMES N. SCOTT and MARY S. SCOTT, husband and wife; and A. ELLIOTT JOHNSON individually and as the Personal Representative of the Estate of EILEEN W. JOHNSON, Deceased, in indeterminate interest as to the fee portion of subject property, and DOROTHY H. FELLMAN, as the Personal Representative of the Estate of James R. Fellman, Deceased, as to the easement portion of subject property, for and in consideration of Three Hundred Forty-Five Thousand, Five Hundred Ninety and no/100 Dollars (\$345,590.00) (plus any interest paid to the Grantor pursuant to the Real Estate Purchase and Sale Agreement for this property) in hand paid, bargains, sells and conveys to THE UNITED STATES OF AMERICA IN TRUST FOR THE SWINOMISH INDIAN TRIBAL COMMUNITY, the Grantee herein, the following described real estate situated in the County of Skagit, State of Washington: Parcels C and D as legally described on the attached Exhibit A.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, will forever warrant and defend the said described real estate.

This conveyance is subject to the Covenants attached hereto as Exhibit B which shall run with the land for the sole and exclusive benefit of the United States of America, and James and Phyllis Dunlap and their lineal descendants. The Swinomish Indian Tribal Community, the beneficiary of the Grantee trust herein, is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934.

This conveyance is made pursuant to the Act of June 18, 1934 (48 Stat. 984).

DATED this 11<sup>th</sup> day of Decem<sup>ber</sup>, 1992.

Dorothy H. Fellman  
DOROTHY H. FELLMAN,  
individually and as the  
Personal Representative  
of the Estate of James R.  
Fellman

Nathaniel C. Scott  
NATHANIEL C. SCOTT

Ruth J. Scott  
RUTH J. SCOTT

James N. Scott  
JAMES N. SCOTT

Mary S. Scott  
MARY S. SCOTT

A. Elliott Johnson  
A. ELLIOTT JOHNSON,  
individually and as the  
Personal Representative  
of the Estate of Eileen W.  
Johnson

5874/5875  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

DEC 16 1992

Amount Paid \$ 0-  
Skagit County Treasurer  
Deputy  
9212170C35

BK1146PG0137

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) SS.

On this 17 day of August, 1992, personally appeared before me DOROTHY H. FELLMAN known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Quinn Wandell  
Notary Public in And For the  
State of Washington,  
at Medan  
My commission expires 12/31/93

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) SS.

On this 17 day of August, 1992, personally appeared before me DOROTHY H. FELLMAN, as the Personal Representative of the Estate of James R. Fellman, Deceased, known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Quinn Wandell  
Notary Public in And For the  
State of Washington,  
at Medan  
My commission expires 12/31/93

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) SS.

On this 17 day of August, 1992, personally appeared before me NATHANIEL C. SCOTT known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Quinn Wandell  
Notary Public in And For the  
State of Washington, residing  
at Medan  
My commission expires 12/31/93

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) ss.

On this 17 day of August, 1992, personally appeared before me RUTH J. SCOTT known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Opdita W. Anderson  
Notary Public in And For the  
State of Washington, residing  
at Mr. Vernon  
My commission expires: 2-15-94

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) ss.

On this 14 day of August, 1992, personally appeared before me JAMES H. SCOTT known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Opdita W. Anderson  
Notary Public in And For the  
State of Washington, residing  
at Mr. Vernon  
My commission expires: 2-15-94

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) ss.

On this 14 day of August, 1992, personally appeared before me MARY S. SCOTT known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Opdita W. Anderson  
Notary Public in And For the  
State of Washington, residing  
at Mr. Vernon  
My commission expires: 2-15-94

921247C035

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit )

ss.

On this 17 day of August, 1992, personally appeared before me A. ELLIOTT JOHNSON known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Quetta Wanduport  
Notary Public in And For the  
State of Washington,  
at Skagit

My commission expires: 12/11/92

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit )

ss.

On this 17 day of August, 1992, personally appeared before me A. ELLIOTT JOHNSON as Personal Representative of the Estate of EILEEN W. JOHNSON, Deceased known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Quetta Wanduport  
Notary Public in And For the  
State of Washington, residing  
at Skagit  
My commission expires: 12/11/92

The within deed is hereby accepted: as delegated in  
10 BIAM, Section 2, Release 44, dated February 18,  
1989, Incorporating 230 DM Release No. 2784, dated  
March 16, 1983.

D. D. B...  
Acting Assistant Area Director (Program Services)

12/11/92  
(Date)

9212170035

IDENT 10430.0111

-4-

BK 1146PG0140



**EXHIBIT A - Scott/Fellman**

**Legal Description**

Situate in the County of Skagit, State of Washington:

**PARCEL G**

That portion of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said Section 1; thence North 89 degrees 37' West 4061.8 feet to Stone Monument; thence South 26 degrees 44'50" West 788.3 feet to Stone Monument; thence South 7 degrees 38'50" West 1873.56 feet to U.S.C.G. Survey Monument; thence South 30 degrees 58'30" West 1095.89 feet to a point on the Government meander line of said Government Lot 9 and the true point of beginning of this description; thence from said true point of beginning continue South 30 degrees 58'30" West 133.42 feet; thence East 627.64 feet; thence North 14 degrees 57'10" East 429.6 feet, more or less, to a point on the Government meander line of said Lot 9; thence South 41 degrees 30' West along said meander line, a distance of 316.98 feet to an angle point in said meander line; thence North 84 degrees West 132.0 feet; thence South 80 degrees West 231.0 feet; thence South 70 degrees West 107.49 feet to the true point of beginning.

TOGETHER WITH that certain 25 feet wide non-exclusive easement for ingress, egress, roadway and utilities as conveyed to James Fellman or assigns by that certain "Option to Purchase Real Estate", recorded December 12, 1978 and December 13, 1978, under Auditor's File Nos. 892922 and 892964, respectively, as described therein over and across a 25 foot wide portion of Section 1 and First Class Tideland adjacent thereto, in Township 33 North, Range 2 East, W.M.

Consisting of approximately 2.91 acres.

**PARCEL D**

Tide lands of second class situated in front of, adjacent to or abutting upon that part of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., measured along the meander line as follows:

Beginning at the intersection of the South line of said Lot 9 with the meander line of the West side of said Lot 9; thence North 9 degrees East 4.00 chains, more or less, to an angle point in said meander line; thence West 3.30 chains; thence North 49 degrees West 1.30 chains; thence North 19 degrees West 2.50 chains; thence North 29 degrees East 1.30 chains to the true point of beginning of this description; thence North 70 degrees East 2.70 chains; thence North 80 degrees East 3.50 chains; thence South 84 degrees East 2.00 chains; thence North 41 degrees 30' East 8.00 chains; thence North 30 degrees East 4.50 chains; thence North 24 degrees East 3.90 chains to terminal point of this description. EXCEPTING all that portion of said tide lands lying Easterly of a line described as follows:

Beginning at the Northeast corner of said Section 1; thence North 89 degrees 37' West 4061.8 feet to Stone Monument; thence South 26 degrees 44'50" West 788.3 feet to Stone Monument; thence South 7 degrees 38'50" West 1873.56 feet to U.S.C.G. Survey Monument and the true point of beginning of said line; thence South 19 degrees 39'50" East 470.15 feet; thence South 14 degrees 57'10" West 203.11 feet to the meander line of said Government Lot 9, thence South 41° 30' West along said meander line a distance of 316.98 feet to an angle point in said meander line; thence North 84° West 132.0'; thence South 80° West 231.0'; thence South 70° West 107.49 feet and the terminal point of line herein described.

TOGETHER WITH that certain 25 feet wide non-exclusive easement for ingress, egress, roadway and utilities as conveyed to James Fellman or assigns by that certain "Option to Purchase Real Estate", recorded December 12, 1978 and December 13, 1978, under Auditor's File Nos. 892922 and 892964, respectively, as described therein over and across a 25 foot wide portion of Section 1 and First Class Tideland adjacent thereto, in Township 33 North, Range 2 East, W.M.

Consisting of an undetermined number of tideland acres.

SUBJECT TO:

(INCLUDING ANY AMENDMENTS TO SAID LEASE:

1. **MEMORANDUM OF LEASE AND THE TERMS AND CONDITIONS THEREOF**

Lessor:	Scott, Fellman & Johnson, a partnership
Lessee:	Robert N. Coe and Janet L. Auman, husband and wife
Dated:	June 1, 1989
Recorded:	June 14, 1989
Auditor's No.:	8906140017

**ASSIGNMENT OF SUBLEASE AND THE TERMS AND CONDITIONS THEREOF:**

Assignee:	Valley Bank
Dated:	January 24, 1989
Recorded:	August 4, 1989
Auditor's No:	8908040094

A SECURITY INTEREST IN GOODS UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, RCW 62A, DISCLOSED BY FINANCING STATEMENT FILED IN THE OFFICE OF THE COUNTY AUDITOR:

Debtor:	Janet L. Auman; Skagit Bay Boatyard; Robert N. Coe
Secured Party:	Valley Bank
Filed:	June 9, 1989
Auditor's No:	8906097001; 8906097002; 8906097003
Collateral:	Fixtures at 1870 McGlinn Island Road, La Conner, WA 98257

2. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the

primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those water may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state.

3. Terms, provisions and reservations under the Submerged Land Act (43 U.S.C.A. 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.
4. Provisions in the nature of covenants imposed by Shoreline Substantial Development Permit No. 1-87:

Requested by: Scott, Fellman & Johnson  
Imposed by: Skagit County Hearing Examiner  
Recorded: April 14, 1987  
Auditor's 8704140010  
File No.:

Reference is hereby made to the record for the full particulars.

5. Provision in the nature of covenants imposed by Shoreline Substantial Development Permit No. 1-87:

Requested by: Jim Fellman  
Imposed by: Skagit County Hearing Examiner  
Recorded: December 10, 1987  
Auditor's 8712100026  
File No.:

Reference is hereby made to the record for the full particulars.

6. Reservations contained in deed from the State of Washington recorded under Auditor's File No. 444092 and 326412, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

Right of the State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

7. Easement, including the terms and conditions thereof:

Grantee: United States of America  
Dated: March 21, 1964, March 24, 1964,  
November 8, 1965  
Recorded: March 23, 1964, May 5, 1964,  
November 8, 1965  
Auditor's 648167, 650265, 674326  
No.:  
Purpose: Perpetual right and easement to enter upon, dig, or cut away and remove any or all of the following-described tract for the improvement and enlargement of Swinomish Channel.

Commencing at the Northeast corner of said Section 1; thence North 89°37'00" west 4061.80 feet to a stone monument; thence south 26°44'50" west 788.30 feet to a stone monument; thence south 7°38'50" west 1873.56 feet to USCGS monument; thence south 30°58'30" west 1229.31 feet to the true point of beginning, thence east 100.00 feet; thence south 110.00

feet; thence through an angle to the right of 150°, 110.00 feet, more or less, to an existing ordinary high water line; thence northwesterly along said ordinary high water line to a point due west of the point of beginning; thence east to the point of beginning.

8. Easement, including the terms and conditions thereof:

Grantee:	United States of America
Recorded:	March 21, 1964, April 10, 1964, March 24, 1964, March 24, 1964, March 24, 1964, and November 8, 1965
Auditor's No.:	648168, 649051, 650264, 650266, 650267, and 674327
Purpose:	Perpetual right and easement to enter upon, dig, or cut and remove that part of the herein described tract lying above 12 feet above mean low water. The continuing perpetual right to cut to ground level and remove all trees, bushes, shrubs, etc., and right to remove portions of buildings or other structures and the right to prohibit further construction of buildings or other structures.
Area affected:	Commencing at the northeast corner of said Section 1; thence north 89°37'00" west 4061.80 feet to a stone monument; thence south 26°44'50" west 788.30 feet to a stone monument; thence south 7°38'50" west 1873.56 feet to USCGS monument; thence south 30°58'30" west 1229.31 feet; thence east 100.00 feet to the True Point of Beginning; thence south 110.00 feet; thence through an angle to the right of 150° for a distance of 110.00 feet, more or less, to the ordinary high water line; thence through an angle to the right of 120° for a distance of 30.00 feet; thence through an angle to the right 102° for a distance of 230.00 feet, more or less, to a line which is due east of the point of beginning; thence west along said line to the True Point of Beginning

9. Right of the United States Government to maintain or replace existing dikes upon and over the tidelands on the northwest side of said Lot 9, said dikes having been constructed for the purpose of protecting from deterioration the channel leading to La Conner, as disclosed by instrument recorded April 10, 1950, under Auditor's File No. 444092.
10. Any adverse claim based upon the assertion that any portion of said premises was not tidelands subject to disposition by the State of Washington.
11. Question of location of lateral boundaries of said second class tidelands.
12. Any adverse claim based upon the assertion or determination that some portions of the subject property are actually one or more of the following:
  - a) Tidelands filled by either natural or artificial means contrary to state law.
  - b) Uplands that have become submerged lands by either natural or artificial means.
  - c) Dependent upon the locations of the lines of ordinary high water and/or extreme low tide to determine their locations.
13. Claims of the Swinomish Tribal Community to ownership of all or part of the subject property and to assertions that all or part of the subject property lies within the Swinomish Reservation.

EXHIBIT B - Scott/Fellman

Covenants

The property described on the deed to which these covenants are attached is hereby subjected to the covenant that the use of the property be forever subject to the following restrictions which shall run with the property and be binding upon any successors in ownership to any interest in the property:

1. Except as specifically set forth in these Covenants, no improvements shall be constructed on the property, which shall forever remain undeveloped.

2. The following uses of the property shall be permitted:

2.1 The building and operation of one year-around tribal cultural/interpretive center; the buildings, parking facilities and other above ground improvements shall be on a portion of the property not to exceed in the aggregate 3 acres located north of the following described line: Beginning at the Northeast corner of Section 1, Township 33 North, Range 2 East, W.M.; thence North 89 degrees 37' West 4061.8 feet to stone monument; thence South 26 degrees 44'50" West 788.3 feet to stone monument; thence South 7 degrees 38'50" West 1873.56 to U.S.C.G. Survey Monument; thence South 30 degrees 58'30" West 1095.89 feet to a point on the Government meander line of Government Lot 9 in said Section 1; thence South 30 degrees 58'30" West 133.42 feet to the true point of beginning of said line; thence East 627.64 feet; thence South to the North line of the South 350' of said Government Lot 9; thence East along said North line to a point on the Government meander line of said Government Lot 9 and the end of said line. The use of this tribal cultural/interpretive center shall not be open to the public except during daylight hours (which shall always include the hours from 8:00 a.m. to 6:00 p.m.) and no commercial activity shall be allowed except a small gift shop. The gift shop may sell tribal/cultural items only, including incidental sales of cigarettes; sales and use of alcohol, volume sales of cigarettes, and gambling shall not be permitted. The size and style of the center buildings shall be compatible with the natural setting of the surrounding area, and shall be built, operated and maintained in a manner to preserve as much undisturbed land, trees, and natural vegetation and open space value as practical, and to minimize adverse environmental impacts upon the property. Occasional evening events will be allowed infrequently for special tribal occasions such as weddings or tribal ceremonies.

2.2 To allow the property to lie fallow.

2.3 To remove limited amounts of plant material, roots or herbs for Indian religious, spiritual, and cultural purposes, and not for the commercial resale thereof.

2.4 To manage the property as open space consistent with maintaining the property as a traditional Swinomish cultural and spiritual preserve in accord with the following objectives:

2.4.1 To maintain a healthy stand of trees and indigenous plants on the property;

2.4.2 To maintain a continuous growth of desirable tree and plant species native to the property, including a reasonable proportion of old-growth trees (200 years or older);

2.4.3 To keep wooded areas of the property as aesthetically appealing as possible;

2.4.4 To maintain the suitability of the property as wildlife habitat; and

2.4.5 To maintain the spiritual and cultural integrity of the property for the use of Indian religious purposes.

2.5 To manage the property as an open-space, natural area and forest, open to individuals and groups for walking and educational purposes, with the permission of the Swinomish Indian Tribe, all consistent with protection of the natural resources and features of the property.

2.6 A portion of the upland property is currently used as a boat repair facility, with two houses. The marina basin adjacent to the uplands is currently used for boat moorage and moorage rental. These activities may continue, and the boat repair, moorage and storage activities may be expanded. Marine-related commercial activities are permitted, but no other uses shall be allowed, including without limitation retail sales, cigarette sales, alcohol sales, and gambling.

2.7 To hunt and fish on the tidelands surrounding the property in compliance with Federal and Tribal regulations.

3. The Grantor of the within deed assumes no responsibility, express or implied, for the drafting, imposition, interpretation or enforcement of any of the above Covenants. The Grantee of the within deed assumes no responsibility, express or implied, for the drafting of any of the above Covenants.

4. These Covenants are for the sole and exclusive benefit of the United States of America and James and Phyllis Dunlap and their lineal descendants. Any one of the foregoing parties shall have the right and authority to enforce these Covenants.

AGREED:

~~THE UNITED STATES OF AMERICA~~  
~~IN TRUST FOR THE USE AND BENEFIT~~  
~~OF~~ THE SWINOMISH INDIAN TRIBAL  
COMMUNITY

By: Robert Joe, Sr.  
Name: Robert Joe, Sr.  
Title: Chairman

STATE OF WASHINGTON )  
County of Skagit ) ss.

On this 10<sup>th</sup> day of DECEMBER, 1992, personally appeared before me Robert Joe, Sr. known to me to be the individual(s) who signed this instrument in my presence, on oath stated that [he is][she is][they are] authorized to execute this instrument on behalf of ~~the United States of America in Trust for~~ the Swinomish Indian Tribal Community, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Alka E. Olson  
Notary Public in And For the  
State of Washington, residing  
at LACONNER, WA.  
My commission expires: 4-6-94.



26  
28  
Filed For Record at Request of;  
After Recording Mail To:  
ALAN OLSON  
SWINOMISH TRIBAL COMMUNITY  
PO BOX 817  
LA CONNER, WA 98257

THIS SPACE RESERVED FOR  
RECORDER'S USE: DEC 17 AIO:11

JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR

RECORDED  
FILED  
RECORDED  
FILED  
RECORDED  
FILED  
JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR

9212170034

FIRST AMERICAN TITLE CO.

34151

WARRANTY DEED

THE GRANTOR, STEVEN EGBERS and PAM EGBERS, husband and wife; JAMES N. NELSON and LYNN NELSON, husband and wife; ROGER V. MELVILLE, a single man; RUSSELL E. JENSEN and GALE JENSEN, husband and wife; WILLIAM V. CATLOW, a single man; DENNIS W. MELVILLE and KATHY MELVILLE, husband and wife; JOHN C. LAURSEN and BARBARA LAURSEN, husband and wife; ERIC D. JENSEN, a single man; and LARRY HIGGINS and TURINE HIGGINS, husband and wife, for and in consideration of Ninety-Eight Thousand Seven Hundred Forty and no/100 Dollars (\$98,740) (plus any interest paid to the Grantor pursuant to the Real Estate Purchase and Sale Agreement for this property) in hand paid, bargains, sells and conveys to THE UNITED STATES OF AMERICA IN TRUST FOR THE SWINOMISH INDIAN TRIBAL COMMUNITY, the Grantee herein, the following described real estate situated in the County of Skagit, State of Washington: Parcel E as legally described on the attached Exhibit A.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, will forever warrant and defend the said described real estate.

Grantor reserves the right to occupy a portion of the property conveyed herein pursuant to the terms and conditions set forth in the lease attached as Exhibit C. Said lease shall be enforceable to the same extent and in the same manner as other leases granted by the United States pursuant to Title 25 of the Code of Federal Regulations.

This conveyance is subject to the Covenants attached hereto as Exhibit B which shall run with the land for the sole and exclusive benefit of the United States of America, and James and Phyllis Dunlap and their lineal descendants. The Swinomish Indian Tribal Community, the beneficiary of the Grantee trust herein, is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934.

This conveyance is made pursuant to the Act of June 18, 1934 (48 Stat. 984).

DATED this 11<sup>th</sup> day of December, 1992.

See attached page for signatures.

5873  
SKAGIT COUNTY WASHINGTON  
Deputy Auditor

DEC 16 1992

Amount Paid \$ —  
Skagit Co. Treasurer  
By Deputy

9212170034

Steven Egbers  
STEVEN EGBERS

Pam Egbers  
PAM EGBERS

James N. Nelson  
JAMES N. NELSON

Lynn Nelson  
LYNN NELSON

Russell E. Jensen  
RUSSELL E. JENSEN

Gale Jensen  
GALE JENSEN

Roger F. Melville  
ROGER F. MELVILLE

William V. Catlow  
WILLIAM V. CATLOW

Dennis W. Melville  
DENNIS W. MELVILLE

Kathy Melville  
KATHY MELVILLE  
J-2.

John C. Laursen  
JOHN C. LAURSEN

Barbara Laursen  
BARBARA LAURSEN

Larry Higgins by Tim Higgins P.O.A.  
LARRY HIGGINS

Turine Higgins  
TURINE HIGGINS

Eric D. Jensen by Russell E. Jensen P.O.A.  
ERIC D. JENSEN

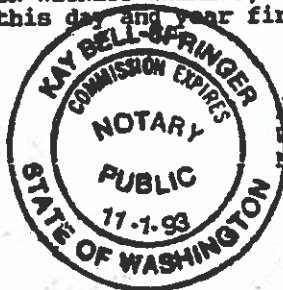
STATE OF WASHINGTON

County of Shagit

ss.

On this 19 day of August, 1992, personally appeared before me STEVEN EGBERS and PAM EGBERS, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Kay Bell-Springer  
Notary Public in And For the State of  
Washington, residing at Oreondo  
My appointment expires: 11-1-93.

9212170C34

STATE OF WASHINGTON )

County of SAN JUAN )

ss.

On this 16 day of August, 1992, personally appeared before me JAMES N. NELSON and LYNN NELSON, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Theodore E. Ralby  
Notary Public in And For the State of  
Washington, residing at Loqui  
My appointment expires: 7-1-94.

STATE OF WASHINGTON )

County of Skagit )

ss.

On this 14 day of August, 1992, personally appeared before me RUSSELL E. JENSEN and GALE JENSEN, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Joan M. Kelle  
Notary Public in And For the State of  
Washington, residing at Mount Vernon  
My appointment expires: 11-20-95

STATE OF WASHINGTON )

County of Skagit )

ss.

On this 21<sup>st</sup> day of August, 1992, personally appeared before me ROGER F. MELVILLE, known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Patricia Dale Olander  
Notary Public in And For the State of  
Washington, residing at Shorewood  
My appointment expires: 1/20/96

9212170C34

(82812430.000)

STATE OF WASHINGTON )

County of SAN JUAN )

ss.

On this 16 day of August, 1992, personally appeared before me WILLIAM V. CATLOW, known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Theodore E. Richey  
Notary Public in And For the State of  
Washington, residing at Long.  
My appointment expires: 7-1-94.

STATE OF WASHINGTON )

County of SAN JUAN )

ss.

On this 16 day of August, 1992, personally appeared before me DENNIS W. MELVILLE and KATHY MELVILLE, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Theodore E. Richey  
Notary Public in And For the State of  
Washington, residing at Long.  
My appointment expires: 7-1-94.

STATE OF WASHINGTON )

County of SAN JUAN )

ss.

On this 16 day of August, 1992, personally appeared before me JOHN C. LAURSEN and BARBARA LAURSEN, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Theodore E. Richey  
Notary Public in And For the State of  
Washington, residing at Long.  
My appointment expires: 7-1-94.

9212170C34

STATE OF WASHINGTON )

County of Shagit )

SS.

On this 28 day of August, 1992, personally appeared before me LARRY HIGGINS and TURINE HIGGINS, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Signed by Turine Higgins P.O.A  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Jean M. Kappel  
Notary Public in And For the State of  
Washington, residing at Mount Vernon  
My appointment expires: 11-20-95.

STATE OF WASHINGTON )

County of Shagit )

SS.

On this 14 day of August, 1992, personally appeared before me ERIC D. JENSEN, known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Signed by Eric D. Jensen P.O.A

Jean M. Kappel  
Notary Public in And For the State of  
Washington, residing at Mount Vernon  
My appointment expires: 11-20-95.



The within deed is hereby accepted: as delegated in  
10 BIAM, Section 2, Relcass 44, dated February 18,  
1989, Incorporating 230 D-I Release No. 2784, dated  
March 16, 1983.

B. D. Bm  
Acting Assistant Area Director (Program Services)

12/11/92  
(Date)

9212170034

**EXHIBIT A - Skagit Skybusters**

**Legal Description**

Situated in the County of Skagit, State of Washington:  
Consisting of approximately 4.48 acres.

**PARCEL E**

That portion of Government Lot 9 of Section 1, Township 33 North,  
Range 2 East, W.M. described as follows:

Beginning at a point on the government meander line 99 feet North  
of the Southeast corner of Government Lot 9; thence due West to a  
point which is 200 feet West (when measured at right angles) from  
the government meander line; thence North 23 degrees West 900  
feet; thence due East to the government meander line; thence  
Southerly along said meander line to the point of beginning.

**SUBJECT TO:**

1. There is no recorded means of ingress or egress to a public road from said property.
2. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those water may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state.
3. Terms, provisions and reservations under the Submerged Land Act (43 U.S.C.A. 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.
4. Reservations contained in deed from the State of Washington recorded under Auditor's File No. 444092 and 326412, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

Right of the State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

921217C034



5. Easement, including the terms and conditions thereof:

Grantee: United States of America  
Dated: March 21, 1964, March 24, 1964,  
November 8, 1965  
Recorded: March 23, 1964, May 5, 1964,  
November 8, 1965  
Auditor's No.: 648167, 650265, 674326  
Purpose: Perpetual right and easement to enter  
upon, dig, or cut away and remove any  
or all of the following-described  
tract for the improvement and  
enlargement of Swinomish Channel.

Commencing at the Northeast corner of said Section 1; thence  
North 89°37'00" west 4061.80 feet to a stone monument;  
thence south 26°44'50" west 788.30 feet to a stone monument;  
thence south 7°38'50" west 1873.56 feet to USCGS monument;  
thence south 30°58'30" west 1229.31 feet to the true point  
of beginning, thence east 100.00 feet; thence south 110.00  
feet; thence through an angle to the right of 150°, 110.00  
feet, more or less, to an existing ordinary high water line;  
thence northwesterly along said ordinary high water line to  
a point due west of the point of beginning; thence east to  
the point of beginning.

6. Easement, including the terms and conditions thereof:

Grantee: United States of America  
Recorded: March 21, 1964, April 10, 1964,  
March 24, 1964, March 24, 1964,  
March 24, 1964, and November 8, 1965  
Auditor's No.: 648168, 649051, 650264, 650266,  
650267, and 674327  
Purpose: Perpetual right and easement to enter  
upon, dig, or cut and remove that part  
of the herein described tract lying  
above 12 feet above mean low water.  
The continuing perpetual right to cut  
to ground level and remove all trees,  
bushes, shrubs, etc., and right to  
remove portions of buildings or other  
structures and the right to prohibit  
further construction of buildings or  
other structures.

Area affected: Commencing at the northeast corner of  
said Section 1; thence north 89°37'00"  
west 4061.80 feet to a stone monument;  
thence south 26°44'50" west 788.30  
feet to a stone monument; thence south  
7°38'50" west 1873.56 feet to USCGS  
monument; thence south 30°58'30" west  
1229.31 feet; thence east 100.00 feet  
to the True Point of Beginning; thence  
south 110.00 feet; thence through an  
angle to the right of 150° for a  
distance of 110.00 feet, more or less,  
to the ordinary high water line;  
thence through an angle to the right  
of 120° for a distance of 30.00 feet;  
thence through an angle to the right  
102° for a distance of 230.00 feet,  
more or less, to a line which is due  
east of the point of beginning; thence  
west along said line to the True Point  
of Beginning

7. Right of the United States Government to maintain or replace  
existing dikes upon and over the tidelands on the northwest  
side of said Lot 9, said dikes having been constructed for

the purpose of protecting from deterioration the channel leading to La Conner, as disclosed by instrument recorded April 10, 1950, under Auditor's File No. 444092.

8. Any adverse claim based upon the assertion that any portion of said premises was not tidelands subject to disposition by the State of Washington.
9. Question of location of lateral boundaries of said second class tidelands.
10. Any adverse claim based upon the assertion or determination that some portions of the subject property are actually one or more of the following:
  - a) Tidelands filled by either natural or artificial means contrary to state law.
  - b) Uplands that have become submerged lands by either natural or artificial means.
  - c) Dependent upon the locations of the lines of ordinary high water and/or extreme low tide to determine their locations.
11. Unrecorded lease between Grantor as Lessee, and Grantee as Lessor.
12. Claims of the Swinomish Tribal Community to ownership of all or part of the subject property and to assertions that all or part of the subject property lies within the Swinomish Reservation.

**EXHIBIT B - Skagit Skybusters Parcel**

**Covenants**

The property described on the deed to which these covenants are attached is hereby subjected to the covenant that the use of the property be forever subject to the following restrictions which shall run with the property and be binding upon any successors in ownership to any interest in the property:

1. Except as specifically set forth in these Covenants, no improvements shall be constructed on the property, which shall forever remain undeveloped.

2. The following uses of the property shall be permitted:

2.1 The building and operation of one year-around tribal cultural/interpretive center; the buildings, parking facilities, and other above ground improvements shall be on a portion of the property not to exceed in the aggregate 3 acres located north of the following described line: Beginning at the Northeast corner of Section 1, Township 33 North, Range 2 East, W.M.; thence North 89 degrees 37' West 4061.8 feet to stone monument; thence South 26 degrees 44'50" West 788.3 feet to stone monument; thence South 7 degrees 38'50" West 1873.56 to U.S.C.G. Survey Monument; thence South 30 degrees 58'30" West 1095.89 feet to a point on the Government meander line of Government Lot 9 in said Section 1; thence South 30 degrees 58'30" West 133.42 feet to the true point of beginning of said line; thence East 627.64 feet; thence South to the North line of the South 350' of said Government Lot 9; thence East along said North line to a point on the Government meander line of said Government Lot 9 and the end of said line. The use of this tribal cultural/interpretive center shall not be open to the public except during daylight hours which shall always include the hours from 8:00 a.m. to 6:00 p.m. and no commercial activity shall be allowed except a small gift shop. The gift shop may sell tribal/cultural items only, including incidental sales of cigarettes; sales and use of alcohol, volume sales of cigarettes, and gambling shall not be permitted. The size and style of the center buildings shall be compatible with the natural setting of the surrounding area, and shall be built, operated and maintained in a manner to preserve as much undisturbed land, trees, and natural vegetation and open space value as practical, and to minimize adverse environmental impacts upon the property. Occasional evening events will be allowed in frequent for special tribal occasions such as weddings or tribal ceremonies.

2.2 To allow the property to lie fallow.

2.3 To remove limited amounts of plant material, roots or herbs for Indian religious, spiritual, and cultural purposes, and not for the commercial resale thereof.

2.4 To manage the property as open space consistent with maintaining the property as a traditional Swinomish cultural and spiritual preserve in accord with the following objectives:

2.4.1 To maintain a healthy stand of trees and indigenous plants on the property;

2.4.2 To maintain a continuous growth of desirable tree and plant species native to the property, including a reasonable proportion of old-growth trees (200 years or older);

2.4.3 To keep wooded areas of the property as aesthetically appealing as possible;

2.4.4 To maintain the suitability of the property as wildlife habitat; and

2.4.5 To maintain the spiritual and cultural integrity of the property for the use of Indian religious purposes.

2.5 To manage the property as an open-space, natural area and forest, open to individuals and groups for walking and educational purposes, with the permission of the Swinomish Indian Tribe, all consistent with protection of the natural resources and features of the property.

2.6 To hunt and fish on the tidelands surrounding the property in compliance with Federal and Tribal regulations.

2.7 To use the property for the uses described in the lease entered into between the undersigned and the individuals who conveyed the property to the undersigned.

3. The Grantor of the within deed assumes no responsibility, express or implied, for the drafting, imposition, interpretation or enforcement of any of the above Covenants. The Grantee of the within deed assumes no responsibility, express or implied, for the drafting of any of the above Covenants.

4. These Covenants are for the sole and exclusive benefit of the United States of America, and James and Phyllis Dunlap and their lineal descendants. Any one of the foregoing parties shall have the right and authority to enforce these Covenants.

AGREED:

~~THE UNITED STATES OF AMERICA~~  
~~IN TRUST FOR THE SWINOMISH INDIAN TRIBAL~~  
THE SWINOMISH INDIAN TRIBAL  
COMMUNITY

By: Robert J. Doe, Sr.  
Name: Robert J. Doe, Sr.  
Title: Chairman

STATE OF WASHINGTON )  
County of Skagit )

ss.

On this 10<sup>th</sup> day of DECEMBER, 1992, personally appeared before me Robert J. Doe, Sr. known to me to be the individual(s) who signed this instrument in my presence, on oath stated that [he is][she is][they are] authorized to execute this instrument on behalf of ~~the United States of America~~ the Swinomish Indian Tribal Community, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Allen E. Olson  
Notary Public in And For the State of  
Washington, residing at LACONNER, WA.  
My commission expires: 4-6-94.



002913430.0001

9212170034 -10-

EXHIBIT B - page 2

BK1146PG0124

5-5445  
10-61

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

Bond: \$2,500.00  
Rent: \$2,500.00

LEASE

Allotment No. MCGLINN ISLAND

Lease No. \_\_\_\_\_

PUGET SOUND

Indian Agency

Contract No. \_\_\_\_\_

THIS CONTRACT, made and entered into this 15th day of May JANUARY, A.D. 1992<sup>93</sup>  
by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians)  
hereinafter called the "lessor," and the individuals named below that have executed this lease.

\_\_\_\_\_ of  
\_\_\_\_\_, hereinafter called the "lessee" in accordance with the provisions of existing  
law and the regulations (25 CFR 131) which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants, and agreements hereinafter provided, the lessor  
hereby lets and leases unto the lessee the land and premises described as follows, to wit:

Legal description is provided on Attachment "A", hereto.

containing ONE acres, more or less, for the term of 25 years, beginning on the 15th day  
of May, 1992<sup>93</sup>, to be used only for the following purposes: recreation including  
hunting and fishing.

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises, to pay:

TO—	DATE DUE	AMOUNT
Bureau of Indian Affairs	1-1-93	\$2,500.00
for Lessor	1-1-94	\$2,500.00
	1-1-95	\$2,500.00
	1-1-96	\$2,500.00
	1-1-97	\$2,500.00
	1-1-98	due for rental adjustment pursuant to provision #7.

In the event of the death of any of the owners to whom, under the terms of this lease, rentals are to be paid direct, all  
rentals remaining due and payable shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the  
leased premises. This provision is applicable only while the leased premises are in trust or restricted status.

While the leased premises are in trust or restricted status, the Secretary may in his discretion, and upon notice to the  
lessee, suspend the direct rental payment provisions of this lease in which event the rentals shall be paid to the official of the  
Bureau of Indian Affairs having jurisdiction over the leased premises.

9212170034

EXHIBIT C



This lease is subject to the following provisions:

1. "SECRETARY" as used herein means the Secretary of the Interior or his authorized representative.

2. IMPROVEMENTS.—Unless otherwise provided herein it is understood and agreed that any buildings or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.

3. UNLAWFUL CONDUCT.—The lessee agrees that he will not use or cause to be used any part of said premises for any unlawful conduct or purpose.

4. SUBLEASES AND ASSIGNMENTS.—Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and the written consent of all parties to this lease, including the surety or sureties.

5. INTEREST.—It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest at the rate of 6 percent per annum will become due and payable from the date such rental became due and will run until said rental is paid.

6. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY.—Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the lessee and his surety or sureties shall be notified by the Secretary of any such change in the status of the land.

7. RENTAL ADJUSTMENT.—The rental provisions in all leases which are granted for a term of more than five years and which are not based primarily on percentages of income produced by the land shall be subject to review and adjustment by the Secretary at not less than five-year in-

tervals in accordance with the regulations in 25 CFR 162. Such review shall give consideration to the economic conditions at the time, exclusive of improvement or development required by this contract or the contribution value of such improvements.

8. INTEREST OF MEMBER OF CONGRESS.—No Member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

9. VIOLATIONS OF LEASE.—It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations in 25 CFR 162.

10. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.—No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

11. UPON WHOM BINDING.—It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner of the land.

12. APPROVAL.—It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary. of the \*\*\*

13. ADDITIONS.—Prior to execution of this lease, provision(s) number(s) \_\_\_\_\_

\_\_\_\_\_ has (have) been added hereto and by reference is (are) made a part hereof.

\*\*\* conveyance of Lessee's interest in the subject property to the United States in trust for the Swinomish Tribe, the Lessor herein.

14. Lessee currently moors a float dock and the "clubhouse" structure on it (hereafter referred to collectively as the "clubhouse") on tidelands within the premises for recreations purposes which include hunting and fishing. Lessee may continue to moor the clubhouse at its present location and continue these current uses for the term of this lease. Other than the uses described above, Lessee shall not conduct or allow others to conduct any activities that threaten natural resources or the public safety.

15. Lessee shall have an easement for vehicular access across the existing road to the present location of the clubhouse. Lessor shall have the right to relocate and/or improve the road so long as it provides Lessee reasonable access to the premises.

16. Should the Tribe decide to develop its property on McGlinn Island or the adjacent causeway, Lessee agrees to move the clubhouse to Smuggler's Cove on the southeast side of McGlinn Island for the remainder of the lease term. In that event, Lessor shall provide Lessee with a suitable mooring location in Smuggler's Cove similar in size to the present leased property and Lessee shall have a pedestrian easement across McGlinn Island to the existing road that currently provides vehicular access to the premises.

17. Lessee shall submit by mail to the Tribal Planning Commission, Box 817, LaConner, WA 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue a building permit if the Planning Commission so rules.

18. It shall be the Lessee's responsibility to ascertain that any improvements, including landscaping constructed on the lease premises are within the lot boundary lines. In the even the Lessee violates this provision, he shall be liable for all costs incurred in moving said improvements.

19. Any improvements owned by the Lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. In the event the improvements are not removed within the specified sixty (60) day period, they shall become the property of the Lessor. The Lessee shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has not control excepted. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once this lease expires; the lessee is obligated to pay such amount as appraised by the Superintendent.

20. It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions enacted by the Swinomish Indian Tribal Community, relating to the use of the above described premises and the tidelands within Dunlap Bay.

21. Liens, Taxes, Assessments, Utility Charges -- Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease, which shall not exceed lessees' pro-

rata share based on acreage and lessees' "one acre" of leased property. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied, or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary, and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by Lessee. Lessee shall hold harmless the Lessor for all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.

22. No improvements shall be built upon the tidelands without the written permission of the Swinomish Tribe. There is reserved to the Swinomish Indian Tribal Community, and to its members, the right to use or cross said tidelands at any time. The Lessee does not have the right to dig clams or harvest oysters on the tidelands.

23. Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided; however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is a party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all the obligations thereunder.

24. Septic and water systems shall meet Tribal standards which are the same as those administered by the Skagit County Health Department.

25. Lessee's rental payment shall be coordinated through RUSSELL E. JENSEN, who shall be responsible for collecting the rental from the other individual signatories and making the rental payment to the Bureau of Indian Affairs. Notice to RUSSELL E. JENSEN shall be considered valid notice upon all individual signatories. Notices shall be sent to RUSSELL E. JENSEN at the following address, unless written notice of a change in address is given to the Bureau:

RUSSELL E. JENSEN  
1460 Channel Drive  
Mount Vernon, Washington 98273

IN WITNESS WHEREOF, the parties hereto have set their hands on the 15th day of May, 1992.

LESSEE

  
Steven Egbers

  
Pam Egbers

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EXHIBIT C

James N. Nelson  
James N. Nelson

Lynn Nelson  
Lynn Nelson

Russell E. Jensen  
Russell E. Jensen

Gale Jensen  
Gale Jensen

Roger F. Melville  
Roger F. Melville

William V. Catlow  
William V. Catlow

Dennis W. Melville  
Dennis W. Melville

Kathy Melville  
Kathy Melville

John C. Laursen  
John C. Laursen

Barbara Laursen  
Barbara Laursen

Larry Higgins by Tim Higgins P.O.A.  
Larry Higgins

Turine Higgins  
Turine Higgins

Eric D. Jensen by Russell E. Jensen P.O.A.  
Eric D. Jensen

LESSOR

Robert Joe, Sr.  
Robert Joe, Sr., Chairman  
Swinomish Indian Tribal Community

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Exhibit C

## ATTACHMENT A

### LEGAL DESCRIPTION

Situated in the County of Skagit, State of Washington:

That portion of Government Lot 9 of Section 1, Township 33 North, Range 2 East, W.M., described as follows:

Beginning at a point on the government meander line 99 feet North of the Southeast corner of Government Lot 9; thence due West to a point which is 200 feet West (when measured at right angles) from the government meander line; thence North 23 degrees West 125 feet to the true point of beginning; thence North 23 degrees West 225 feet; thence due East to the government meander line; thence Southerly along said meander line to a point that is due East of the true point of beginning; thence due West to the true point of beginning.

#### SUBJECT TO:

1. There is no recorded means of ingress or egress to a public road from said property.
2. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those water may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state.
3. Terms, provisions and reservations under the Submerged Land Act (43 U.S.C.A. 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.
4. Reservations contained in deed from the State of Washington recorded under Auditor's File No. 444092 and 326412, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

Right of the State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.



5. Easement, including the terms and conditions thereof:

Grantee: United States of America  
Dated: March 21, 1964, March 24, 1964,  
November 8, 1965  
Recorded: March 23, 1964, May 5, 1964,  
November 8, 1965  
Auditor's No.: 648167, 650265, 674326  
Purpose: Perpetual right and easement to enter  
upon, dig, or cut away and remove any  
or all of the following-described  
tract for the improvement and  
enlargement of Swinomish Channel.

Commencing at the Northeast corner of said Section 1; thence North 89°37'00" west 4061.80 feet to a stone monument; thence south 26°44'50" west 788.30 feet to a stone monument; thence south 7°38'50" west 1873.56 feet to USCGS monument; thence south 30°58'30" west 1229.31 feet to the true point of beginning, thence east 100.00 feet; thence south 110.00 feet; thence through an angle to the right of 150°, 110.00 feet, more or less, to an existing ordinary high water line; thence northwesterly along said ordinary high water line to a point due west of the point of beginning; thence east to the point of beginning.

6. Easement, including the terms and conditions thereof:

Grantee: United States of America  
Recorded: March 21, 1964, April 10, 1964,  
March 24, 1964, March 24, 1964,  
March 24, 1964, and November 8, 1965  
Auditor's No.: 648168, 649051, 650264, 650266,  
650267, and 674327  
Purpose: Perpetual right and easement to enter  
upon, dig, or cut and remove that part  
of the herein described tract lying  
above 12 feet above mean low water.  
The continuing perpetual right to cut  
to ground level and remove all trees,  
bushes, shrubs, etc., and right to  
remove portions of buildings or other  
structures and the right to prohibit  
further construction of buildings or  
other structures.

Area affected: Commencing at the northeast corner of  
said Section 1; thence north 89°37'00"  
west 4061.80 feet to a stone monument;  
thence south 26°44'50" west 788.30  
feet to a stone monument; thence south  
7°38'50" west 1873.56 feet to USCGS  
monument; thence south 30°58'30" west  
1229.31 feet; thence east 100.00 feet  
to the True Point of Beginning; thence  
south 110.00 feet; thence through an  
angle to the right of 150° for a  
distance of 110.00 feet, more or less,  
to the ordinary high water line;  
thence through an angle to the right  
of 120° for a distance of 30.00 feet;  
thence through an angle to the right  
102° for a distance of 230.00 feet,  
more or less, to a line which is due  
east of the point of beginning; thence  
west along said line to the True Point  
of Beginning

7. Right of the United States Government to maintain or replace  
existing dikes upon and over the tidelands on the northwest  
side of said Lot 9, said dikes having been constructed for

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BK 1146 PG 0131 EXHIBIT A



the purpose of protecting from deterioration the channel leading to La Conner, as disclosed by instrument recorded April 10, 1950, under Auditor's File No. 444092.

8. Any adverse claim based upon the assertion that any portion of said premises was not tidelands subject to disposition by the State of Washington.
9. Question of location of lateral boundaries of said second class tidelands.
10. Any adverse claim based upon the assertion or determination that some portions of the subject property are actually one or more of the following:
  - a) Tidelands filled by either natural or artificial means contrary to state law.
  - b) Uplands that have become submerged lands by either natural or artificial means.
  - c) Dependent upon the locations of the lines of ordinary high water and/or extreme low tide to determine their locations.
11. Unrecorded lease between Grantor as Lessee, and Grantee as Lessor.
12. Claims of the Swinomish Tribal Community to ownership of all or part of the subject property and to assertions that all or part of the subject property lies within the Swinomish Reservation.

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(REV 10-20-00)

BK 1146 PG 0132

EXHIBIT  page 3

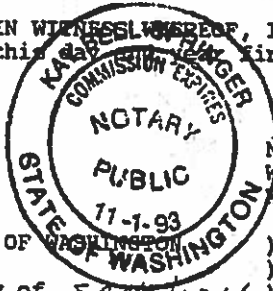
STATE OF WASHINGTON )

County of Shagit )

ss.

On this 19 day of August, 1992, personally appeared before me STEVEN EGBERS and PAM EGBERS, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Kay Bell Springer  
Notary Public in And For the State of  
Washington, residing at Quincy  
My appointment expires: 11-1-93.

STATE OF WASHINGTON )

County of SAN JUAN )

ss.

On this 16 day of August, 1992, personally appeared before me JAMES N. NELSON and LYNN NELSON, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Theodore E. Riches  
Notary Public in And For the State of  
Washington, residing at Lopez  
My appointment expires: 7-1-94.

STATE OF WASHINGTON )

County of Shagit )

ss.

On this 14 day of August, 1992, personally appeared before me RUSSELL E. JENSEN and GALE JENSEN, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Joan M. Kelle  
Notary Public in And For the State of  
Washington, residing at Mount Vernon  
My appointment expires: 11-20-95.

STATE OF WASHINGTON )  
County of Skagit )

ss.

On this 21 day of August, 1992, personally appeared before me ROGER F. MELVILLE, known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Patricia Dale Olander  
Notary Public in And For the State of  
Washington, residing at Skagit  
My appointment expires: 7/26/94

STATE OF WASHINGTON )  
County of SAN JUAN )

ss.

On this 16 day of August, 1992, personally appeared before me WILLIAM V. CATLOW, known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Theodore E. Riches  
Notary Public in And For the State of  
Washington, residing at John  
My appointment expires: 7-1-94

STATE OF WASHINGTON )  
County of SAN JUAN )

ss.

On this 16 day of August, 1992, personally appeared before me DENNIS W. MELVILLE and KATHY MELVILLE, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Theodore E. Riches  
Notary Public in And For the State of  
Washington, residing at 1.000.3  
My appointment expires: 7-1-94



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STATE OF WASHINGTON )

County of SAN JUAN )

ss.

On this 16 day of August, 1992, personally appeared before me JOHN C. LAURSEN and BARBARA LAURSEN, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Therese E. Richey  
Notary Public in And For the State of  
Washington, residing at Lopez.  
My appointment expires: 7-1-94.

STATE OF WASHINGTON )

County of Sagit )

ss.

On this 28 day of August, 1992, personally appeared before me LARRY HIGGINS and TURINE HIGGINS, husband and wife, known to me to be the individuals who signed this instrument in my presence and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Signed by Turine Higgins POA

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Joan M. Kellie  
Notary Public in And For the State of  
Washington, residing at Mount Vernon.  
My appointment expires: 11-20-95.

STATE OF WASHINGTON )

County of Sagit )

ss.

On this 14 day of August, 1992, personally appeared before me ERIC D. JENSEN, known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Signed by Russell Jensen. POA

Joan M. Kellie  
Notary Public in And For the State of  
Washington, residing at Mt. Vernon.  
My appointment expires: 11-20-95.



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Exhibit C

STATE OF WASHINGTON

County of Skagit

SS.

On this 10<sup>th</sup> day of DECEMBER, 1992, personally appeared before me Robert Joe, Sr. known to me to be the individual who signed this instrument in my presence, on oath stated that [he is]~~[he is]~~ authorized to execute the instrument and acknowledged it as the voluntary act of The Swinomish Indian Tribal Community, the party that executed the document, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.



Alla E. Olson  
Notary Public in And For the State of  
Washington, residing at LACONNER, WA.  
My commission expires: 4-6-94.

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